

CONTRACT BIDDING DOCUMENTS

FOR

SITE WORK FOR OUTDOOR CLASSROOM

AT

WESTMOOR PARK

BID # 200013



INFORMATION

SITE WORK FOR OUTDOOR CLASSROOM AT WESTMOOR PARK
119 FLAGG ROAD
WEST HARTFORD, CT

ARCHITECT (volunteer)

TOM DALY, PE
MILONE & MACBROOM
99 Realty Drive
Cheshire, CT 06410

PROJECT MANAGER

MIKE LONGO
FACILITIES SERVICES MANAGER

ALL QUESTIONS TO

PURCHASING SERVICES

TAMMY BRADLEY
SENIOR BUYER

All questions must be submitted in writing and mailed to the Purchasing Office emailed to Tammyb@westhartfordCT.gov or faxed to 860-561-7507 at least seven calendar days prior to the date established for the opening of bids. Please do not call the Engineer/ Architect, Project Manager or Purchasing Office with questions.

PROJECT NARRATIVE

Introduction/Intent

The Department of Leisure Services has identified the need for a three-season, open-air outdoor teaching space at Westmoor Park, which could be used as a classroom and shelter. Currently, Westmoor Park attracts approximately 100,000 visitors every year. Programs include a popular summer camp with over 900 summer campers; a school-based Eco Venture program that serves over 3,000 West Hartford school children with in-depth, curriculum-based programming; and other popular classes for residents of all ages. On any given day, from April through November, there could be between 100-300 West Hartford residents engaged in environmental education and outdoor activities at Westmoor Park. At this time, the park has limited space for sheltered use during inclement weather, or covered shade during summer programs.

As the Town's premier center for environmental and agricultural education, the facility is committed to maintaining the integrity of its programs and the beauty of the Park. The proposed ADA-accessible structure would blend easily with Westmoor Park's rustic aesthetic. The building would be an open-sided structure made of natural materials. It would be a timber framed structure with a footprint of 24 ft wide and 44 ft long. The structure materials would be pre-manufactured off-site and delivered to the site for quick installation. It would accommodate approximately 75 campers/students plus their counselors/teachers.

This solicitation is for all of the site work to support the Outdoor Classroom. The Pavilion will be provided and installed by others but the site contractor shall coordinate with the pavilion contractor on connection details and schedule. The completion of the concrete and site work around the pavilion is critical to the scheduling of the installation of the pavilion. A final schedule will be developed with the town, architect, site contractor and pavilion contractor prior to the notice to proceed for site work. Any delays on the site contractors' part will result in liquidated damages of \$350/day. The target date for completion of site work is June 12, 2020.

The site work contractor will be responsible for hiring a Connecticut licensed professional engineer to design the concrete foundations and slab.

The details of the connection of the water and electrical to the existing office building has not been finalized. For the purposes of this proposal an allowance has been established for this final connection work. The selected site contractor will coordinate with town staff on the details of this connection and then a fee for this work will be provided to the town.

LIST OF DRAWINGS

01	TITLE SHEET	
02	SP-1	SITE PLAN
03	SP-2	SITE PLAN
04	SD-1	SITE DETAILS
05	SD-2	SITE DETAILS

INVITATION TO BID

Sealed bids marked “**SITE WORK FOR OUTDOOR CLASSROOM AT WESTMOOR PARK BID #200013**” will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **2:00** on **FEBRUARY 28, 2020** at which time they will be publicly opened and read.

Plans and specifications are available for downloading at www.westhartfordct.gov/bids. Any questions concerning this request for bid shall be addressed to the Purchasing Agent at the address above.

A pre-bid conference will be held on February 19, 2020 at 10:00 AM at Westmoor Park, 119 Flagg Rd, West Hartford, CT at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Town of West Hartford.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

The right is reserved to reject any and all bids, to waive any informalities in the bidding and to make awards in any manner that is the most beneficial to the Town.

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, www.westhartfordct.gov/gov/departments/purchasing/bid_results a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure.

TOWN OF WEST HARTFORD
PETER PRIVITERA
PURCHASING AGENT

SCOPE OF SERVICES

Specifications

PART I GENERAL

The specifications contained herein are presented to establish a minimum level of quality and to define the construction techniques necessary to construct the site work needed for the proposed outdoor classroom.

The installation procedures employed in the execution of the project are to be in accordance with best practices, manufactures recommendations and current codes. If any terms or conditions of these specifications contradict recommended procedures of the manufacturer, work will be performed in accordance with the manufacture's requirements after notice is provided to the architect.

1.01 WORK INCLUDED

- A. All site work shown on the plans to support the proposed outdoor classroom. Contractor shall coordinate the design of the concrete foundation and slab with the selected pavilion contractor. Pavilion contractor shall provide the site contractor with any specialty metal connection plates for embedment into the concrete.

1.02 CODES

- A. 2018 Connecticut State Building Code and 2015 International Building Code
- B. Connecticut Department of Transportation Specifications for Roads, Bridges, Facilities and Incidental Construction Form 817as amended.

1.03 SUBMITTALS

- A. Construction Schedule
- B. Name and contact information of person responsible for daily project management and oversight
- C. Name and contact information of all subcontractors
- D. Warranty and operation manuals for water fountain and yard hydrant

1.04 MEASUREMENTS

- A. The Contractor shall obtain and verify all measurements and conditions at the building site as required for the proper installation of his work. He shall be responsible for the accuracy and coordinating the site work with the town and the pavilion contractor.

1.05 PROTECTION, STORAGE AND HANDLING

- A. Protect parking lot and vegetation from damage. Repair any items to remain damaged by construction. Minimize footprint of disturbance.**
- B. Park will remain open during construction. Contractor is required to protect pedestrians, animals and vehicles. Provide fencing, signage and barriers as necessary.**
- C. Contractor shall coordinate all operations and storage of materials with park staff. Town will not be responsible for the protection of any stored materials or equipment.**

PART 2 PRODUCTS

2.01 MATERIALS

- A. All materials shall be in conformance with the plans prepared by Milone and MacBroom, Inc. dated February 5, 2020 and the Connecticut Department of Transportation Specifications for Roads, Bridges, Facilities and Incidental Construction Form 817 as amended.**

PART 3 EXECUTION

3.01 INSTALLATION – GENERAL

- B. Installation shall be in conformance with the plans prepared by Milone and MacBroom, Inc. dated February 5, 2020 and the Connecticut Department of Transportation Specifications for Roads, Bridges, Facilities and Incidental Construction Form 817 as amended.**

Bid of _____, BIDDER,
(Name of Bidder)

FOR **"SITE WORK FOR OUTDOOR CLASSROOM AT WESTMOOR PARK, BID #200013"** FOR
THE TOWN OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Peter Privitera, Purchasing Agent
Purchasing Services

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for **"SITE WORK FOR OUTDOOR CLASSROOM AT WESTMOOR PARK, BID #200013"** in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

SCHEDULE OF BIDS

1. **Base Bid No. 1** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for the **SITE WORK FOR OUTDOOR CLASSROOM AT WESTMOOR PARK, BID #200013** for the lump sum of _____

_____ Dollars (\$ _____)

Base Bid Breakdown

Design, Engineering and Building Permit	\$ _____	L.S. (lump sum)
Site Preparation, Removals and Erosion Controls	\$ _____	L.S.
Earthwork and Formation of Subgrade	\$ _____	L.S.
Concrete Foundation and Slab	\$ _____	L.S.
Stone Drip Edge and Drainage	\$ _____	L.S.
Bituminous Walkways, Driveway and Bollard	\$ _____	L.S.
Final Restoration including topsoil and seed	\$ _____	L.S.
Total (should be same as above)	\$ _____	L.S.

2. Allowances:

- | | |
|--|------------|
| 1. Water and Electrical Connections in Office Basement | \$3,000.00 |
| 2. Landscaping (trees, shrubs and perennials) | \$3,000.00 |

3. Bid Alternates:

- a. Bid Alternate A: For furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for **Water and Electrical Service from Office to Pavilion including restoration** \$ _____ L.S.
- b. Bid Alternate B: For furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for **Yard Hydrant and Water Fountain** \$ _____ L.S.
- c. Bid Alternate C: For furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for **Stone Fireplace** \$ _____ L.S.

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and work must be coordinated with the occupant's as not to interfere with their normal business routine and is expected to have final completion by **June 12, 2020**.

BIDDER QUALIFICATIONS

A: If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____, having its principal office at _____.
The Principal officers of said Corporation, with their titles and addresses, are as follows:

All persons interested in the Bid as principals are to be named above.

B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

(Name of Bank)	(Address of Bank)	(Amount of Check)
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C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.

D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in the INSURANCE EXHIBIT or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.

E. Contract award will be by the Town. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.

F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the

Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.

- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.
- J. The contractor shall agrees to the Indemnification and Insurance Exhibit.
- K. Work must be coordinated with the occupant's as not to interfere with their normal business routine and is expected to have final completion June 12, 2020. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Fifty Dollars (\$350.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED
(SEAL)

PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

E-MAIL

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to www.westhartfordct.gov/gov/departments/purchasing/vendor_registration.asp and select register. Only registered vendors can be awarded the contract.

TO: Town of West Hartford
Peter Privitera
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

In accordance with page 00204-3, Paragraph D of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in the Insurance Exhibit.

Signature
Authorized Agent or Broker

LABOR REQUIREMENTS

THIS PROJECT IS NEW CONSTRUCTION AND THEREFORE DOES NOT MEET
CRITERIA FOR PREVAILING WAGES

PREVAILING WAGE RATES

The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.

Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.

**Indemnification and Insurance Exhibit
Westmoor Park Outdoor Classroom/Pavilion
Site Installation
BID #200013**

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, contractors of any tier, employees, representatives; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs (including without limitation reasonable attorneys' fees, filing fees, and court costs), penalties, liabilities or judgments of any name or nature for bodily injury, death, disease, or sickness; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including Town of West Hartford and West Hartford Board of Education, and/or its agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representative, and volunteers, the Contractor, or by the public, even if caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, and/or its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them arising from or related to the performance of the underlying agreement.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers, and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs, (including without limitation reasonable attorneys' fees, filing fees and court costs), penalties, liabilities or judgments that may arise out of the failure of the Contractor, its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnity shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the agreement relating to insurance requirements.

The Parties agree that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the agreement.

II. INSURANCE

A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the underlying agreement, including any and all extensions, except as defined otherwise in this exhibit.
2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives, and volunteers as an additional insured. The coverage shall include, but not be limited to, defense, investigation, judgment, payment, or settlement of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Contractor is damaged by the Contractor's failure to purchase or maintain insurance required under this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees, court costs, and all other costs of litigation properly attributable to the Contractor's failure to purchase or maintain insurance.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed as identified in the underlying agreement.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage

coverage. If a vehicle is not used in the execution of the underlying agreement then the Risk Manager may waive automobile coverage.

3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the underlying agreement. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all actions, claims, and lawsuits, proceedings and/or exposure arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to defend, hold harmless and indemnify the Town from any and all claims, compensation, costs, damages, fines, losses, payments, penalties of any kind, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. Minimum Scope and Limits: The required insurance shall meet the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with the underlying agreement. The Contractor is responsible for any claims compensation, costs, damages, fines, losses, payments and penalties of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the underlying agreement.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: The Contractor shall cause all subcontractors of any tier, acting on its behalf, to comply with this exhibit. The Contractor shall either include its subcontractors as an insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory:. All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the underlying agreement, for a minimum of two (2) years, except as defined otherwise in this exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be cancelled, reduced, suspended, voided except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the underlying agreement.

SUMMARY OF WORK HISTORY

- 2. The bidder is further required to furnish a complete list of all projects for which he has signed a construction contract within the past 36 months.**

[illegible]